

AG Contract No KR01-0500TRN
ADOT ECS File No. JPA 01-42
TRACS: H4292 01C
Section: I-10 @ Congress Landscape
And Gateway Art Project (MP 258.4)
City of Tucson No.: 0274-02

INTERGOVERNMENTAL AGREEMENT
LANDSCAPE MAINTENANCE
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF TUCSON

THIS AGREEMENT is entered into 10 January, 2002 pursuant to Arizona Revised Statutes Sections 11-951 through 11-954, as amended between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the City of Tucson, acting by and through its Mayor and City Council, (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. It is to the mutual advantage of the State and the City to construct improvements and landscape certain areas at the following location.

At the intersection of I-10 at Congress Street (MP 258.4).

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. 25100
Filed with the Secretary of State
Date Filed: 01/10/2002
Petrey Bayless
Secretary of State
By Vicky J. Haenewald

II. SCOPE OF WORK

1. The State will prepare landscape and architectural plans for the art and the landscaping and irrigation project and submit them to the City for concurrence. The State hereby grants the City a perpetual right of entry to provide maintenance to the project.

2. After City concurrence of the plans, the project will be advertised for bids, awarded for contract and construction supervised by the State, using federal enhancement funds, in an amount currently estimated at \$500,000.00.

3. The City shall furnish and install necessary water services from water mains to the designated locations within the right of way at the City's expense. The City shall waive development fees.

4. The State shall furnish all water for landscape installation during the construction phase, and the City shall furnish all water thereafter necessary to properly maintain the landscape.

5. After construction, the City shall maintain the art project and the irrigation system, including all testing, adjusting, repairing and operation of the irrigation system, and shall furnish all electrical power necessary to operate the irrigation system.

6. The City hereby agrees to maintain the landscaping after the one-year establishment period. Maintenance shall consist of the care of all landscaping in accordance with accepted horticultural practices, keeping all areas free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying insecticide/herbicide sprays and dust to combat diseases and other pests, pruning and replanting as required to maintain the landscaping as it was designed, and established at the completion of the project. The City will not make any changes, additions or deletions without written approval of the State. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic. All traffic control will meet the requirements of the Arizona Department of Transportation's "Uniform Traffic Control Manual."

III. MISCELLANEOUS PROVISIONS

1. This agreement shall become effective upon filing with the Secretary of State.

2. The terms, conditions and provisions of this agreement shall remain in full force and effect for a period of five (5) years from the effective date, unless this Agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date. Further, this agreement may be terminated by the State at any time upon sixty (60) days written notice. It is understood and agreed that, in the event this agreement is terminated by the City, the State shall in no way be obligated to maintain said landscaping.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereby agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:


Arizona Department of Transportation
Joint Project Administration
205 South 17th Avenue, Mail Drop 616E
Phoenix, AZ. 85007

City of Tucson
City Manager
Box 27210
Tucson, AZ. 85701

8. Attached hereto is the written determination of each party's legal counsel the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

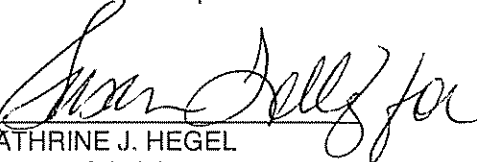
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF TUCSON

By 
ROBERT E. WALKUP
Mayor

STATE OF ARIZONA

Department of Transportation

By 
CATHRINE J. HEGEL
Contract Administrator

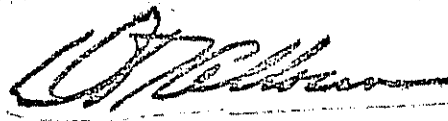
ATTEST

By _____
KATHLEEN S. DETRICK
City Clerk

RESOLUTION

BE IT RESOLVED on this 22nd day of March 2001, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona, that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the City of Tucson for the purpose of defining responsibilities for the design, construction, and maintenance of the I-10 Congress Landscape and Gateway Art project.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.

A handwritten signature in black ink, appearing to read 'D. Allocco', is written over a horizontal line.

DAVID R. ALLOCCO, P.E.
Assistant State Engineer
Engineering Technical Group
for Mary E. Peters, Director

ADOPTED BY THE
MAYOR AND COUNCIL

NOV 19 1997

RESOLUTION NO. 19064

RELATING TO INTERGOVERNMENTAL AGREEMENTS; APPROVING AND
AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT
WITH THE STATE OF ARIZONA FOR THE MAINTENANCE OF LANDSCAPE
AND ART IMPROVEMENTS AT THE INTERSECTION OF INTERSTATE 10
AND CONGRESS STREET; AND DECLARING AN EMERGENCY.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF
TUCSON, ARIZONA, AS FOLLOWS:

SECTION 1. The Intergovernmental Agreement with the State of Arizona
for the maintenance of landscape and art improvements at the intersection of Interstate
10 and Congress Street, attached hereto as Exhibit A, is approved.

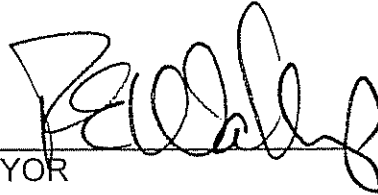
SECTION 2. The Mayor is hereby authorized and directed to execute
said Intergovernmental Agreement for and on behalf of the City of Tucson and the City
Clerk is directed to attest the same.

SECTION 3. The various City officers and employees are authorized and
directed to perform all acts necessary or desirable to give effect to this resolution.

SECTION 4. WHEREAS, it is necessary for the preservation of the
peace, health and safety of the City of Tucson that this resolution become immediately

effective, an emergency is hereby declared to exist and this resolution shall be effective immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the
City of Tucson, Arizona, NOV 19 2001.


MAYOR

ATTEST:



CITY CLERK

APPROVED AS TO FORM:


CITY ATTORNEY

REVIEWED BY:


CITY MANAGER

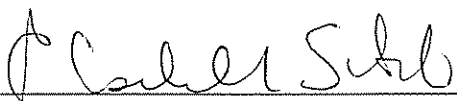
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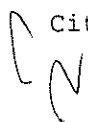
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APPROVAL OF THE TUCSON CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the CITY OF TUCSON and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 9 day of NOV, 2001.



City Attorney




STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

JANET NAPOLITANO
ATTORNEY GENERAL

1275 WEST WASHINGTON. PHOENIX, AZ 85007-2926

TRN Main: (602) 542-1680

Direct: (602) 542-8859

Fax: (602) 542-3646

MAIN PHONE: (602) 542-5025

FACSIMILE: (602) 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR01-0500TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED January 03, 2002.

JANET NAPOLITANO
Attorney General

SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED:ggt

Enc.

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